



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Boardwalk General Partnership  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, MNDC, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another. The tenant confirmed that the tenants received a copy of the landlord's dispute resolution hearing package sent by the landlord by registered mail on June 4, 2013. I am satisfied that the landlord served this package and that the parties served one another with their written evidence packages in accordance with the *Act*.

### Issues(s) to be Decided

Is the landlord entitled to a monetary award for losses and damages arising out of this tenancy? Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested? Is the landlord entitled to recover the filing fee for this application from the tenants?

### Background and Evidence

This one-year fixed term tenancy commenced on March 28, 2013. Monthly rent was set at \$999.00, payable in advance on the first of each month, plus \$10.00 for parking. The landlord continues to hold the tenants' \$499.00 security deposit paid on March 6, 2013.

This tenancy ended by May 29, 2013, when the tenants vacated the rental unit. The tenant(s) gave the landlord their written notice to end this tenancy on April 29, 2013.

The landlord applied for a monetary award of \$700.00 to cover liquidated damages (\$400.00) and a rental incentive agreement (\$300.00). At the hearing, the landlord said that the landlord was no longer seeking the liquidated damages charge, but was interested in receiving compensation for the rental incentive agreement and for other charges the tenant had agreed to allow the landlord to deduct from the tenants' security deposit.

### Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to settle all issues arising out of this tenancy under the following terms:

1. Both parties agreed that the landlord will retain the tenants' security deposit in full.
2. The landlord agreed to withdraw the remainder of the landlord's application for a monetary award.
3. Both parties agreed that they will not seek any other monetary awards arising out of this tenancy.
4. Both parties agreed that the terms of this settlement agreement constituted a final and binding resolution of all issues arising out of this tenancy.

### Conclusion

To give legal effect to the terms of the parties' settlement agreement as outlined above, I order the landlord to retain the tenants' security deposit in full.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 09, 2013

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Residential Tenancy Branch

